

PART I

DEPARTMENT OF PERSONNEL SERVICES
STATE OF HAWAII

8.665

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Class Specifications
for the Class:SECURITY OFFICER IDuties Summary:

Patrols a regularly assigned area to enforce laws, rules and regulations for the protection and security of property and to maintain a safe environment; investigates violations, apprehends violators, issues citations, makes citizen arrests and reports unusual or irregular conditions; and performs other related duties as assigned.

Distinguishing Characteristics:

Positions in this class, after an initial orientation and training period, patrol assigned areas and enforce laws, rules and regulations for the protection and security of property and to maintain a safe environment for other workers, the public and others in the assigned area.

Positions enforce facility rules and regulations as well as general laws, respond to complaints, investigate suspicious circumstances, issue citations, detain, apprehend and/or arrest persons observed violating laws, rules and regulations; and prepare reports.

Positions in this class are uniformed and may carry firearms.

Examples of Duties:

Makes patrols, generally by motor vehicles, through assigned areas; watches for fire, trespassers or other irregularities; prevents acts of theft or vandalism; investigates suspicious persons or unusual incidents; maintains law and order on premises patrolled; checks the security of buildings, materials and equipment; responds to complaints and takes appropriate action; checks crafts or boats to determine whether they are properly secured at moorings; reports fire hazards, prevents the entry of unauthorized persons to restricted areas; takes into custody persons who violate laws, rules and regulations and detains them for military or civil police authorities and/or effectuates a citizen's arrest if necessary; serves eviction notices; directs traffic within and near parking zones in the assigned patrol area and enforces traffic rules and regulations; issues citations for violations of traffic rules and regulations; recommends changes in traffic rules and regulations when necessary; may carry and use firearms in emergencies; prepares activity and investigation reports; and may occasionally instruct or oversee the work of others.

Knowledge and Abilities Required:

Knowledge of: The general duties of a security guard.

Ability to: Learn law enforcement techniques pertaining to the protection and security of property; methods of maintaining law and order within premises patrolled; understand and carry out oral and written instructions; explain to others and apply laws, rules and regulations; size up situations and people accurately and adopt an effective course of action; get along well with others; learn to use and care for firearms; and prepare written reports.

This is an amendment to the class specification for the class SECURITY OFFICER I approved on January 17, 1956.

Effective Date: July 1, 1979

DATE APPROVED: 12/1/82

/s/ Clement L. Kamalu
for DONALD BOTELHO
Director of Personnel Services

PART II	DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT	8.665
	STATE OF HAWAII	8.670
.....		8.672

Minimum Qualification Specifications
for the Classes:

SECURITY OFFICER I, II, III

Registration Requirement

Applicants must be registered as a Guard with the State of Hawaii Board of Private Detectives and Guards, in accordance with Act 208, Session Laws of Hawaii 2010.

Experience Requirements

Applicants must have had progressively responsible experience of the kind and quality described below, and in the amounts shown in the following table, or any equivalent combination of training and experience.

Class Title	Spclzd Exp (Yrs)	Supvy Exp (Yrs)	Total Exp (Yrs)
SECURITY OFFICER I	1	0	1
SECURITY OFFICER II	2	*	2
SECURITY OFFICER III	2	1	3

Specialized Experience: Progressively responsible work experience in the enforcement of security regulations or in the protection of property.

Supervisory Experience: Experience in directing or supervising personnel in security duties. This experience must have included responsibility for scheduling and assigning the work of subordinates; instructing employees in the proper method of performing the work; and keeping records of work activities.

*For the Security Officer II level, applicants must possess supervisory aptitude. Supervisory aptitude is the demonstration of aptitude or potential for the performance of supervisory duties through successful completion of regular or special assignments which involve some supervisory responsibilities or aspects of supervision, e.g., by serving as a group or team leader; or in similar work in which opportunities for demonstrating supervisory capabilities exist; or by the completion of training courses in supervision accompanied by application of supervisory skills in work assignments; and/or by favorable appraisals by a supervisor indicating the possession of supervisory potential.

Substitutions Allowed

1. Successful completion of a reserve police training course which led to the issuance of a badge as Reserve Police Officer may be substituted for one (1) year of Specialized Experience.
2. Successful completion of a two-year or four-year program in police science from an accredited college or university may be substituted for one (1) year of the Specialized Experience.

Quality of Experience

Possession of the required number of years of experience will not in itself be accepted as proof of qualification for a position. The applicant's overall experience must have been of such scope and level of responsibility as to conclusively demonstrate that he/she has the ability to perform the duties of the position for which he/she is being considered.

Selective Certification

Specialized knowledge, skills and abilities may be required to perform the duties of some positions. For such positions, Selective Certification Requirements may be established and certification may be restricted to eligibles who possess the pertinent experience and/or training required to perform the duties of the position.

Agencies requesting selective certification must show the connection between the kind of training and/or experience on which they wish to base selective certification and the duties of the position to be filled.

Tests

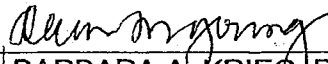
Applicants may be required to qualify on an appropriate examination.

Physical and Medical Requirements

Applicants must be able to perform the essential functions of the position effectively and safely, with or without reasonable accommodation.

This is an amendment to the minimum qualification specifications for the classes SECURITY OFFICER I, II, and III, which were approved on May 21, 2012.

DATE APPROVED: 7/1/2013



BARBARA A. KRIEG, Director
Department of Human Resources Development

State of Hawaii
DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT
SALARY SCHEDULE

Effective Date: 07/01/2013
Bargaining Unit: 03 White Collar, Non-supervisor
04 White Collar, Supervisor

		Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K	Step L	Step M
SR04	ANN	21,948	22,776	23,688	24,648	25,668	26,700	27,756	28,836	30,036	31,212	32,424	33,756	35,064
	MON	1,829	1,898	1,974	2,054	2,139	2,225	2,313	2,403	2,503	2,601	2,702	2,813	2,922
	8HR	84.40	87.60	91.12	94.80	98.72	102.72	106.72	110.88	115.52	120.08	124.72	129.84	134.88
	HRLY	10.55	10.95	11.39	11.85	12.34	12.84	13.34	13.86	14.44	15.01	15.59	16.23	16.86
SR05	ANN	22,776	23,688	24,648	25,668	26,700	27,756	28,836	30,036	31,212	32,424	33,756	35,064	36,516
	MON	1,898	1,974	2,054	2,139	2,225	2,313	2,403	2,503	2,601	2,702	2,813	2,922	3,043
	8HR	87.60	91.12	94.80	98.72	102.72	106.72	110.88	115.52	120.08	124.72	129.84	134.88	140.48
	HRLY	10.95	11.39	11.85	12.34	12.84	13.34	13.86	14.44	15.01	15.59	16.23	16.86	17.56
SR06	ANN	23,688	24,648	25,668	26,700	27,756	28,836	30,036	31,212	32,424	33,756	35,064	36,516	37,968
	MON	1,974	2,054	2,139	2,225	2,313	2,403	2,503	2,601	2,702	2,813	2,922	3,043	3,164
	8HR	91.12	94.80	98.72	102.72	106.72	110.88	115.52	120.08	124.72	129.84	134.88	140.48	146.00
	HRLY	11.39	11.85	12.34	12.84	13.34	13.86	14.44	15.01	15.59	16.23	16.86	17.56	18.25
SR07	ANN	24,648	25,668	26,700	27,756	28,836	30,036	31,212	32,424	33,756	35,064	36,516	37,968	39,480
	MON	2,054	2,139	2,225	2,313	2,403	2,503	2,601	2,702	2,813	2,922	3,043	3,164	3,290
	8HR	94.80	98.72	102.72	106.72	110.88	115.52	120.08	124.72	129.84	134.88	140.48	146.00	151.84
	HRLY	11.85	12.34	12.84	13.34	13.86	14.44	15.01	15.59	16.23	16.86	17.56	18.25	18.98
SR08	ANN	25,668	26,700	27,756	28,836	30,036	31,212	32,424	33,756	35,064	36,516	37,968	39,480	41,040
	MON	2,139	2,225	2,313	2,403	2,503	2,601	2,702	2,813	2,922	3,043	3,164	3,290	3,420
	8HR	98.72	102.72	106.72	110.88	115.52	120.08	124.72	129.84	134.88	140.48	146.00	151.84	157.84
	HRLY	12.34	12.84	13.34	13.86	14.44	15.01	15.59	16.23	16.86	17.56	18.25	18.98	19.73
SR09	ANN	26,700	27,756	28,836	30,036	31,212	32,424	33,756	35,064	36,516	37,968	39,480	41,040	42,684
	MON	2,225	2,313	2,403	2,503	2,601	2,702	2,813	2,922	3,043	3,164	3,290	3,420	3,557
	8HR	102.72	106.72	110.88	115.52	120.08	124.72	129.84	134.88	140.48	146.00	151.84	157.84	164.16
	HRLY	12.84	13.34	13.86	14.44	15.01	15.59	16.23	16.86	17.56	18.25	18.98	19.73	20.52
SR10	ANN	27,756	28,836	30,036	31,212	32,424	33,756	35,064	36,516	37,968	39,480	41,040	42,684	44,412
	MON	2,313	2,403	2,503	2,601	2,702	2,813	2,922	3,043	3,164	3,290	3,420	3,557	3,701
	8HR	106.72	110.88	115.52	120.08	124.72	129.84	134.88	140.48	146.00	151.84	157.84	164.16	170.80
	HRLY	13.34	13.86	14.44	15.01	15.59	16.23	16.86	17.56	18.25	18.98	19.73	20.52	21.35

RENTAL AGREEMENT

THIS RENTAL AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the Housing and Community Development Corporation of Hawaii, a public body and a body corporate and politic of the State of Hawaii, hereinafter referred to as "Management", and _____, hereinafter referred to as "Tenant",
WITNESSETH THAT:

Management rents to Tenant the dwelling unit described below for the term, at the rental, and under the covenants and conditions stated herein.

1. DESCRIPTION OF THE DWELLING UNIT:

Address: _____, being a _____ bedroom unit in Building No. _____.

2. TERM AND RENTAL: The term of this Rental Agreement is for 12 months effective _____ (occupancy date) to _____. The monthly rent effective _____ is \$ _____ and shall be due and payable in advance on the first day of each calendar month. This Rental Agreement is and shall be renewed annually thereafter. This monthly rent will remain in effect unless it is changed as provided in Paragraph 6 below or this Agreement is terminated. If the tenancy ends on a date other than the last day of a month, the rent shall be prorated to the last day of the tenancy. In addition to the monthly rent as specified, payment shall include amount of utility charges based on the current rate charged by Management for gas and/or electricity for utility consumption in excess of the allowances provided in Paragraph 10 (g) and other incurred charges. There shall be allowed a grace period of seven (7) business days for payments due. A tenant receiving welfare financial benefits authorizes Management to draw monthly rental payments directly from Tenant's EBT or bank account upon thirty (30) days written notice to Tenant.

3. SECURITY DEPOSIT: Security Deposit to be paid by Tenant shall be \$150.00 or one month's rent whichever is lower. The Security Deposit has not been paid or received as rental and shall not be treated by Tenant as a payment of or offset against rental. The Security Deposit shall be returned if Tenant performs in accordance with this Rental Agreement and surrenders the dwelling unit and all keys thereto and pays for all damages at the expiration of this Rental Agreement. If Tenant shall default in the performance of Tenant's covenants including the payment of rent, then and without waiving any other remedies available to Management, the Security Deposit shall be applied toward satisfaction of the rent, damages, including loss or removal of property, cleaning of the premises and the restoration of the premises due to damage caused by the Tenant. Any refund under this Paragraph should be made to Tenant within fourteen (14) days after the termination of this Rental Agreement. Security Deposit is determined and paid at initial occupancy of Tenant and shall remain the same throughout occupancy.

4. USE AND OCCUPANCY: Tenant shall have the right to exclusive use and occupancy of the dwelling unit subject to the following:

- (a) **Limited Occupancy:** Occupancy shall be restricted to the Tenant and the members of the Tenant's household who are listed on the Tenant's most current household composition declaration form(s) as used by Management as updated to show changes in the Tenant's household.
- (b) **Guests and Visitors:**
 - (1) Tenant may accommodate Tenant's guests and visitors without prior written Management consent on a limited basis not to exceed one (1) night. For periods exceeding one (1) night, prior written Management consent is required.
 - (2) Tenant shall be fully responsible for the conduct of Tenant's guests and visitors while they are on the Project premises.
- (c) Tenant's failure to obtain prior consent of Management as required by this Section for use and occupancy of dwelling unit may result in termination of this Agreement.

5. ELECTRICITY, GAS, AND WATER

- (a) For Management-furnished utilities, Management shall pay for and furnish to Tenant water, gas and electricity in accordance with the applicable schedule of utility allowances. For Tenant-purchased utilities, Management shall provide an allowance in dollars for water, gas and electricity in accordance with the applicable schedules. Said schedules shall be posted in the Project Office (See Paragraph 10 (g)).
- (b) Management shall charge Tenant for the consumption of excess gas and electricity as provided in the schedule of utility allowances and charges for excess utilities as posted in the Project Office. These charges shall be due and collectable the month in which the charge is made. Management shall accept rental payments without regard to such charges owed by Tenant if Tenant has filed or has the right to file a grievance under Management's Grievance Procedure.

6. ELIGIBILITY REEXAMINATIONS AND RENTAL ADJUSTMENTS:

- (a) **Eligibility Reexaminations.** Tenant shall participate in reexaminations in accordance with Rules and Regulations available in the Project Office. Management will notify Tenant when a reexamination of the family income and composition is required to verify eligibility, dwelling size and rent to be paid. Reexaminations initiated by Management will normally occur annually but they may be scheduled earlier or later depending upon special circumstances described in the Rules. Immediately following completion of the reexamination, Tenant will be provided written notification concerning Tenant eligibility status and any change to be made in the rent or size of the unit occupied.
- (b) **Interim Re-determination of Rent.**
 - (1) At any time between required reexaminations, Tenant may initiate a re-determination of rent when there is a change in Tenant family circumstances (such as a decrease in income) which will decrease Tenant annual income for rent as described in the schedule of rents available in the Project Office. In the event rent is decreased in accordance with this provision, Tenant agrees to report any change in Tenant family circumstances which occurs prior to the next regular reexamination, which will increase Tenant annual income and rent, will be appropriately adjusted. Tenant shall report all changes within ten (10) business days.
 - (2) At any time between required reexaminations, Management may initiate a re-determination of rent to correct errors or to investigate alleged undercharging because Tenant has submitted false information or has withheld valuable information or has made willful misstatements.
- (c) **Effective Date of Rent Adjustments.**
 - (1) Whenever there is a change in the monthly rent, Management will deliver to or mail to Tenant, a written notice reflecting change.
 - (2) Rent adjustments resulting from Management initiated reexaminations in Paragraph 6 (a) above will be effective the first of the month of the established reexamination date.
 - (3) Interim decreases in rent resulting from a re-determination as provided in Paragraph 6 (b) above will be effective the first of the month following the month in which a change, which justifies a decrease, is reported to Management. Decreases will be made retroactive only to correct an error.

- (4) Interim increases resulting from a re-determination under Paragraph 6 (b) above will be effective the first of the second month following the month in which the change occurs. Retroactive rent increases will be made in case of failure to report changes, which would have resulted in rent increases, as agreed in Paragraph 6 (b) (1). Retroactive increases may also be made if Tenant has been undercharged due to an error or misrepresentation on the part of Tenant or any occupant of the dwelling unit.
- (5) When Management re-determines the amount of rent payable by the Tenant or determines that the Tenant must transfer to another unit based on family composition, Management shall notify the Tenant of Management's specific grounds of the determination and if Tenant does not agree with the determination, Tenant has the right to request a hearing under the Grievance Procedure.
7. MANAGEMENT'S OBLIGATIONS: Management agrees to supply and maintain fit premises. Management shall, at all times during the term of this Rental Agreement, perform the following:
- (a) Maintain the Project in a decent, safe, and sanitary condition;
 - (b) Comply with all applicable laws, rules, regulations, and ordinances of governmental authorities governing maintenance, construction, use, or appearance of the dwelling unit and the premises of which it is a part, noncompliance with which would have the effect of endangering health or safety;
 - (c) Make all repairs and arrangements necessary to put and keep the premises in a habitable condition;
 - (d) Maintain all electrical, plumbing, and other facilities and appliances supplied by Management in good working order and condition, subject to reasonable wear and tear;
 - (e) Provide and maintain appropriate receptacles and conveniences (except containers for the exclusive use of an individual Tenant family) for the removal of normal amounts of rubbish and garbage and arrange for the frequent removal of such waste materials; and
 - (f) Keep Project buildings, facilities and areas not otherwise assigned to the Tenant for maintenance and upkeep in a clean and safe condition.
8. TENANT'S OBLIGATIONS: Tenant shall, at all times during the term of this Rental Agreement, perform the following obligations:
- (a) With prior written consent of Management, members of the household may engage in legal profit making activities in the dwelling unit, where Management determines that such activities are incidental to primary use of the unit for residence by members of the household;
 - (b) Report changes in family income, assets, and employment and household composition as required by Management to determine Tenant's rental rate and eligibility for continued occupancy; changes shall be reported within ten (10) business days;
 - (c) Not permit any person to occupy the dwelling unit other than persons listed on the most current household composition form(s), except that with prior written consent of Management, a foster child/adult or a live-in aide may reside in the unit;
 - (d) Observe all applicable laws, rules, regulations, and ordinances of governmental authorities that pertain to and establish standards for residential occupants;
 - (e) Abide by the Project Rules and all applicable rules, regulations, and supplemental agreements that shall be available at the Project Office and incorporated by reference herein;
 - (f) Pay for repair of all damages to the dwelling unit or to any appliances or equipment furnished by Management, in excess of ordinary wear and tear, and for any repairs to the Project buildings, facilities, or common areas, required because of the wrongful act or negligence of Tenant, Tenant's household, guests, or visitors;
 - (g) Not commit or suffer any damage to the dwelling unit, any act that shall cause increase in the premiums for fire and other casualty insurance on the building, or any noise or nuisance to the disturbance of other Tenants of the Project;
 - (h) Not make any alterations or additions to the dwelling unit, including the installation of any additional locks, bolts, screws or other fixtures, or any decorations therein which shall damage or deface the doors, windows, walls, or floors without obtaining Management's prior written consent;
 - (i) Not assign this Agreement or sublet the dwelling unit;
 - (j) Peaceably surrender the dwelling unit to Management in good order and condition, except for ordinary wear and tear, and return all keys thereto upon the termination of the tenancy for any cause;
 - (k) Keep the dwelling unit and such other areas as may be assigned to Tenant for Tenant's exclusive use in a clean, sanitary and safe condition;
 - (l) Dispose of all ashes, garbage, rubbish and other waste from the premises in a sanitary and safe manner;
 - (m) Use only in a reasonable manner all electrical, plumbing, sanitary, ventilating, air conditioning and other facilities and appurtenances including elevators;
 - (n) Refrain from and cause Tenant household members and guests to refrain from destroying, defacing, damaging or removing any part of the premises or Project;
 - (o) Conduct himself and cause other persons who are on the premises with Tenant consent to conduct themselves in a manner which will not disturb Tenant neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the Project in a decent, safe and sanitary condition, and not loiter or drink alcoholic beverages in the project's common areas as defined in the Project Rules;
 - (p) Assure that Tenant, any member of the household, a guest or another person under Tenant control, shall not engage in:
 - (1) Any criminal activity or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of Management's public housing premises by other public housing residents or neighboring residents or employees of Management, or
 - (2) Any drug-related criminal activity on or off such premises.

Management will immediately seek termination of the Rental Agreement if it determines that any member of the household has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing. Any drug-related criminal activity in violation of this section shall be cause for termination of tenancy and for eviction from the unit. Management has the discretion to consider all the circumstances and effects of the violation.

- (q) Agree to transfer to an appropriate size dwelling unit based on family composition, upon notice by Management that such a dwelling unit is available;

- (r) Not keep or permit to be kept any animal, as a pet or otherwise, in or about the dwelling unit, except as provided by law and, in all other housing, in accordance with the Pet Policy which is incorporated by reference;
 - (s) Refrain from storing any unlicensed, inoperable or abandoned vehicle on the Project premises; and if the vehicle is required to be towed by Management, upon billing, Tenant shall pay for any charges incurred by Management;
 - (t) Comply with all obligations imposed upon Tenants by applicable provisions of building and housing requirements of applicable building codes, housing codes, health codes, materially affecting health and safety;
 - (u) Comply with all HUD regulations pertaining to the requirement that all adult household members, unless exempt, participate for at least eight hours per month in community service or an economic self-sufficiency program; non-compliance will result in denial of lease renewal; and
 - (v) Must be physically present and residing in the dwelling unit.
9. ENTRY OF PREMISES:
- (a) Management shall, upon reasonable advance notification to the Tenant, be permitted to enter the dwelling unit during regular business hours to examine the condition thereof, or to make necessary improvements or repairs or to show the premises for re-leasing. A written statement specifying the purpose of the entry delivered to the premises at least two (2) days before such entry shall be considered reasonable advance notification;
 - (b) Management may enter the premises at any time without advance notification when there is reasonable cause to believe that an emergency exists;
 - (c) In the event that the Tenant and all adult members of Tenant household are absent from the premises at the time of entry, Management shall leave on the premises a written statement specifying the date, time and purpose of entry prior to leaving the premises.
10. MUTUAL COVENANTS: Management and Tenant mutually agree as follows:
- (a) Tenant acknowledges receipt of a copy of the Project Rules and agrees that the Project Tenant Association by majority vote of all Tenants of the Project and with approval of Management may amend such Rules from time to time. Any such amendment shall be effective ten (10) days after a copy thereof is conspicuously posted in the Project Office and delivered to Tenant or mailed to Tenant at the address of the dwelling unit;
 - (b) Any notice required hereunder to Tenant shall be sufficient if delivered or mailed to Tenant. If Tenant is visually impaired, Tenant may request all notices in an accessible format. Notice to Management shall be sufficient if personally presented in writing to Management during regular business hours at the Project Office, or mailed to the Project Manager;
 - (c) Management and Tenant or Tenant's representative shall jointly inspect the dwelling unit on or before the occupancy date. Management shall give a written statement describing the condition of the dwelling unit and its equipment. The statement shall be signed by the Tenant, and a copy of the statement shall be retained by Management in the Tenant's folder. Upon termination of this Agreement, Management will inspect the dwelling unit and give the Tenant a written statement of the charges, if any, for which the Tenant is responsible. The Tenant or Tenant representative shall be notified of the date and time for the inspection and may participate except, if the Tenant vacates without notice to Management;
 - (d) Tenant shall keep Tenant property, including automobile, household furniture, personal effects and valuables in the dwelling unit and on Project premises at Tenant risk, and Management shall not be liable for loss or any damage thereto by theft, fire, water or any other cause;
 - (e) Management shall not be liable to Tenant or any other person for the temporary failure of the gas, electric or water service, or from failures or breakdown of any appliance or equipment, not caused by any act or omission of Management. If any of the electrical and other appliances and equipment furnished for the use of Tenant shall become unserviceable, Management shall have a reasonable time after notification to determine whose responsibility it is and have the same repaired or replaced;
 - (f) In the event the premises are damaged to the extent that conditions are created which are hazardous to the life, health or safety of Tenant, the following provisions shall apply:
 - (1) Tenant shall immediately notify Management of the damage;
 - (2) Management shall be responsible for repair of the unit within forty-eight (48) hours, provided that if the damage was caused by Tenant, Tenant's household member or guests, reasonable cost of repairs shall be charged to Tenant;
 - (3) Management shall offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within forty-eight (48) hours; and
 - (4) In the event that repairs are not made or alternative accommodations are not provided within forty-eight (48) hours, Tenant may request abatement of rent in proportion to the seriousness of the damage and loss in value as a dwelling which proportion shall be determined by mutual agreement of Tenant and Management or through the Grievance Procedure, except that no abatement of rent shall occur if Tenant rejects the alternative accommodation or if the damage was caused by Tenant, Tenant's household or guests;
 - (g) Schedules of special charges for services, repairs and utilities and rules and regulations that are incorporated by reference herein shall be publicly posted in a conspicuous manner in the Project Office and shall be furnished to Tenant upon request. Such schedules and rules and regulations may be modified from time to time and Management shall give at least thirty (30) days written notice to Tenant setting forth the proposed modifications, if applicable to Tenant, and the reasons therefore. Management shall provide Tenant an opportunity to present written or oral comments, which shall be taken into consideration prior to proposed modifications becoming effective. A copy of such notice shall be:
 - (1) Delivered directly or mailed to Tenant; or
 - (2) Posted in at least three (3) conspicuous places within each structure or building in which the affected dwelling unit is located, as well as in a conspicuous place in the Project Office;
 - (h) Acceptance of payment by Management shall not be deemed a waiver by it or of any prior breach by Tenant;
 - (i) If the rent or any amount hereunder is not paid within ten (10) days of lease termination date, Management may employ a collector and/or attorney to collect the same, and Tenant will pay a reasonable attorney's fee or commission not exceeding 25% of the unpaid principal balance together with all costs and interest at the maximum percentage allowable by State Law per annum until the amount is paid in full;

- (j) Tenant shall, before quitting the dwelling unit, give Management written notice of intention to do so at least twenty-eight (28) days before vacating the unit. Management shall give thirty (30) days notice to Tenant before requiring him to vacate the dwelling unit for any good cause other than failure on the part of Tenant to observe or perform any covenant herein;
- (k) It shall be good cause for Management to terminate this Agreement if:
- (1) Tenant fails to provide family income, assets, employment and composition information and documentation to enable Management to determine Tenant's rental rate and the eligibility of Tenant for continued occupancy;
 - (2) Tenant's household no longer conforms to the occupancy limits, established by Management for the unit occupied by Tenant and Tenant refuses to move to the first appropriate size unit offered;
 - (3) Tenant refuses to move for reasons including but not limited to for health and safety, repair, abatement, construction or renovation of unit;
 - (4) Tenant is ineligible for continued occupancy;
 - (5) At the time of admission, reexamination, interim, or at any other time Tenant has submitted false information or has withheld valuable information or has made willful misstatements;
 - (6) Tenant repeatedly violates any material term of this Rental Agreement, including chronic failure to pay rent on time and in full when due; and
 - (7) Tenant fails to accept Management's offer of a revision to the existing Rental Agreement. Such revision must be on a form adopted by the agency in accordance with regulations. Management must give Tenant written notice of the offer of revision at least sixty (60) calendar days before it is scheduled to take effect. The offer must specify a reasonable time limit within that period for acceptance by the Tenant.
- (l) In case of any default by Tenant in the payment of rental or the observance and performance of any covenant herein, Management shall notify Tenant of the default in writing and shall specify the time within which the default and noncompliance must be remedied and corrected. If Tenant fails to remedy and correct the default and noncompliance within the time specified in the notice, Management may terminate this Rental Agreement; however, Management shall not terminate or refuse to renew this Rental Agreement other than for serious or repeated violation of material terms of this Rental Agreement such as failure to make payments due under this Rental Agreement or to fulfill Tenant's obligations set forth herein or for other good cause. Management shall give written notice of proposed termination of this Rental Agreement of:
- (1) Fourteen (14) days in the case of failure to pay rent;
 - (2) A reasonable period of time considering the seriousness of the situation (but not to exceed thirty [30] days): (1) If the health or safety of other residents, Management's employees, or persons residing in the immediate vicinity of the premises is threatened; (2) If any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or (3) If any member of the household has been convicted of a felony;
 - (3) Thirty (30) days in all other cases. The notice of proposed termination shall state reasons for the proposed termination of this Rental Agreement, shall inform Tenant of Tenant's right to make such reply as Tenant may wish, of Tenant's right to request a hearing in accordance with the Grievance Procedure, and Tenant's right to examine and copy at Tenant's expense, Management's documents directly relevant to the termination or eviction. Tenant shall be entitled to a hearing in accordance with the Grievance Procedure before the termination of this Rental Agreement becomes final. Management's repossession of the dwelling unit shall be without prejudice to any other remedy or right of action for arrears of rent and other breach of covenant or condition;
 - (4) In the event that Management seeks to terminate Tenant's Rental Agreement, Tenant must be afforded the opportunity for a pre-eviction hearing in accordance with the Grievance Procedure. The notice of termination of the Rental Agreement shall inform the Tenant of Tenant's right, before a hearing or trial, to request, examine, and copy, at Tenant's expense, Management's documents which are directly relevant to the termination of tenancy. If Management does not make the documents available to Tenant's examination upon request, Management may not proceed with the termination of Tenant's Rental Agreement.
- (m) Management shall not be liable to Tenant or to any occupant of the dwelling unit for its employee(s), agent(s), visitor(s) or invitee of any or them, for any loss or damage caused by or arising out of acts, omissions or neglect of Tenant or any occupant of the dwelling unit, and Tenant shall hold Management harmless from any and all claims for such loss or damage;
- (n) All grievances arising under this Agreement shall be processed as described in Management's Grievance Procedure in effect at the time the grievance is filed. The current procedure is available in the Project Office and is incorporated herein by reference;
- (o) Any modification of this Rental Agreement shall be accomplished by a written supplemental rental agreement executed by both parties except for adjustment in rent under Paragraph 6;
- (p) This Rental Agreement includes the following documents attached hereto and incorporated by reference herein:
- | | |
|---------------------------------|-----------|
| (1) <u>Project Rules</u> | (4) _____ |
| (2) <u>Grievance Procedures</u> | (5) _____ |
| (3) <u>Pet Policy</u> | (6) _____ |
- (q) In case this Rental Agreement is executed by more than one person as Tenant, the provisions herein shall bind them jointly and severally.

IN WITNESS WHEREOF, the parties hereto have executed this Rental Agreement in duplicate as of day and year first above written.

HOUSING AND COMMUNITY DEVELOPMENT
CORPORATION OF HAWAII

By _____
Its Project Manager

Tenant

Tenant

Years 2014 and 2015
Holidays to be observed by the
HAWAII STATE GOVERNMENT

www.dhrd.hawaii.gov

Website where State Holiday Schedule posted

Year 2014 HAWAII STATE HOLIDAYS

<u>(Hawaii Rev. Statutes, Sec. 8-1)</u>	<u>Day Observed in 2014</u>	<u>Official Date Designated in Statute/Constitution</u>
New Year's Day.....	Jan. 1 Wednesday.....	The first day in January
Dr. Martin Luther King, Jr. Day.....	Jan. 20 Monday.....	The third Monday in January
Presidents' Day.....	Feb. 17 Monday.....	The third Monday in February
Prince Jonah Kuhio Kalaniana'ole Day.....	Mar. 26 Wednesday.....	The twenty-sixth day in March
Good Friday.....	April 18 Friday.....	The Friday preceding Easter Sunday
Memorial Day.....	May 26 Monday.....	The last Monday in May
King Kamehameha I Day.....	June 11 Wednesday.....	The eleventh day in June
Independence Day.....	July 4 Friday.....	The fourth day in July
Statehood Day.....	Aug. 15 Friday.....	The third Friday in August
Labor Day.....	Sept. 1 Monday.....	The first Monday in September
General Election Day.....	Nov. 4 Tuesday.....	The first Tuesday in Nov. following the first Monday of even-numbered years. (<i>Hawaii State Constitution, Article 2 – Section 8</i>).
Veterans' Day.....	Nov. 11 Tuesday.....	The eleventh day in November
Thanksgiving.....	Nov. 27 Thursday.....	The fourth Thursday in November
Christmas.....	Dec. 25 Thursday.....	The twenty-fifth day in December

Year 2015 HAWAII STATE HOLIDAYS

<u>(Hawaii Rev. Statutes, Sec. 8-1)</u>	<u>Day Observed in 2015</u>	<u>Official Date Designated in Statute/Constitution</u>
New Year's Day.....	Jan. 1 Thursday.....	The first day in January
Dr. Martin Luther King, Jr. Day.....	Jan. 19 Monday.....	The third Monday in January
Presidents' Day.....	Feb. 16 Monday.....	The third Monday in February
Prince Jonah Kuhio Kalaniana'ole Day.....	Mar. 26 Thursday.....	The twenty-sixth day in March
Good Friday.....	April 3 Friday.....	The Friday preceding Easter Sunday
Memorial Day.....	May 25 Monday.....	The last Monday in May
King Kamehameha I Day.....	June 11 Thursday.....	The eleventh day in June
Independence Day.....	July 3 Friday.....	The fourth day in July
Statehood Day.....	Aug. 21 Friday.....	The third Friday in August
Labor Day.....	Sept. 7 Monday.....	The first Monday in September
Veterans' Day.....	Nov. 11 Wednesday.....	The eleventh day in November
Thanksgiving.....	Nov. 26 Thursday.....	The fourth Thursday in November
Christmas.....	Dec. 25 Friday.....	The twenty-fifth day in December

FOOTNOTES: For use solely by State government agencies. Federal government and local banking holidays may differ. For State agencies that operate on other than Monday-Friday 7:45 AM to 4:30 PM schedules, also refer to appropriate collective bargaining agreements. Created by the Department of Human Resources Development 12/16/2013; subject to change.

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